

**2013 FLOOD RECOVERY HOUSING
MEMORANDUM OF UNDERSTANDING (MOU)**

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF ALBERTA**

as represented by the Minister responsible for Alberta Aboriginal Relations
(Hereinafter “Alberta”)

AND

SIKSIKA NATION

as represented by Chief and Council
(Hereinafter “Siksika Nation”)

1. PREAMBLE

WHEREAS the June 2013 flood damaged significant areas of southern Alberta including the Siksika Nation;

WHEREAS Siksika Nation and Alberta recognize the government to government relationship between each of them;

WHEREAS the Parties respect the Siksikaw Ni pa ta paoih sin nii;

WHEREAS the Government of Alberta as represented by the Minister of Aboriginal Relations has committed to enter into an agreement on flood recovery housing with Siksika First Nation;

WHEREAS the Parties desire to implement a timely response to ensure Siksika Nation moves forward in flood recovery;

WHEREAS the Parties understand that an effective flood recovery response must address more than housing needs;

WHEREAS the Parties agree to facilitate meaningful opportunities for Siksika Nation to participate in community and economic development;

WHEREAS in the Parties' 2013 flood recovery response, wherever practicable, the Parties wish to raise housing, building, health, safety, construction and infrastructure standards to meet Provincial standards;

WHEREAS the Parties wish to identify the lands on-reserve at risk to repeated flooding, and to jointly develop and implement a plan to avoid damages from future flooding;

WHEREAS both Parties agree that flood-efforts on-reserve will be completed in a manner in keeping with efforts taken with other southern Alberta communities affected by the flood;

THEREFORE, Alberta and Siksika Nation agree as follows:

2. DEFINITIONS

AAR means Alberta Aboriginal Relations,

Alberta Flood Recovery Plan means the *Southern Alberta 2013 Floods: The Provincial Recovery Framework* attached as *Schedule A*,

Basic Functional Standards means those standards and valuations referred to in *Article 5 Rebuilds and Relocations*, and as set out in attached *Schedule B*,

Flood Zone or Flood Zone Land(s) means those areas identified by Siksika Nation and Alberta that are historically predisposed to flooding and identified by the process set out in *Article 6 Flood Zone Lands*,

MOU means the *2013 Flood Recovery Housing Memorandum of Understanding*,

NTNs means those New Temporary Neighbourhoods constructed by Alberta containing interim housing and supporting interim infrastructure on Siksika Nation reserve land, but does not include emergency housing,

Party or Parties means Alberta and Siksika Nation, or either of them as the case may be,

Project Implementation Plan means the jointly approved plan to implement the housing recovery plan including, but not limited to: project scope, schedule including key milestones, communications, and outcomes as identified by both Parties,

Provincial standards means housing, building, health, safety, construction and infrastructure standards set out in provincial legislation, regulations and policy as amended from time to time,

Siksikaw Ni pa ta paoih sin nii is a Blackfoot term that refers to the Siksika way of life and includes Siksika culture, tradition, values and protocol,

Steering Committee means that committee referred to in *Article 4.1 Joint Roles*, created and empowered by the Parties to administer this MOU,

Rebuilt, Rebuild, or Rebuilding, means destroying a flood damaged residence and building new replacement residence to Basic Functional Standards on Siksika Nation reserve lands not within the Flood Zone Lands,

Residence means, homes and houses with related support infrastructure, owned by Siksika Nation and Siksika Nation members, which are used for a dwelling on reserve,

Siksika Nation Long Term Housing Committee means the council structured committee that is responsible to ensure facilitation and implementation of the short, medium, and long term Siksika Nation Housing Plan, and

2013 Siksika Nation Flood Recovery Housing Plan means the housing plan prepared by Siksika Nation to respond to the 2013 flood on the Siksika Nation.

3. PRINCIPLES

3.1 The Parties agree:

- 3.1.1 On behalf of Alberta, AAR will serve as the managing authority for the development and implementation of the Alberta Flood Recovery Plan;
- 3.1.2 On behalf of Siksika Nation, the Siksika Nation Long Term Housing Committee will serve as the managing authority for the development and implementation of the 2013 Siksika Nation Flood Recovery Housing Plan.
- 3.2 The Parties understand that this MOU is intended to address flood recovery housing and related service infrastructure needs, but also acknowledge that effective flood recovery will require a broader response from the Parties, including for example, psychosocial support integration.
- 3.3 Siksika Nation may broaden the 2013 Siksika Nation Flood Recovery Housing Plan beyond the Alberta Flood Recovery Plan understanding that Alberta will not contribute to fund those elements of the 2013 Siksika Nation Flood Recovery Plan outside of the Alberta Flood Recovery Plan.
- 3.4 The Parties recognize that the application of the Alberta Flood Recovery Plan on 2013 flood-affected Siksika Nation reserve lands may require different mechanisms and solutions to allow for unique and complex circumstances on reserve, and to reach comparability of policy applications off-reserve. Cultural values will be incorporated into decision making.
- 3.5 Criteria to identify if residences shall be repaired or Rebuilt on lands not identified as Flood Zone Lands will be similar to those criteria applied off reserve.
- 3.6 Repairs of flood damaged residences and Rebuilds shall be completed to Provincial standards.

4. ROLES OF PARTIES

4.1. Joint Roles

- 4.1.1. The Parties will jointly develop the Project Implementation Plan based on the 2013 Siksika Nation Flood Recovery Housing Plan.
- 4.1.2. The Parties will work together to ensure community planning needs are incorporated into rebuilding to support psycho-social needs such as, elder care, child care, and counselling.
- 4.1.3. The Parties will work as partners in implementing the application of the Flood Recovery Plan on Siksika Nation reserve lands.
- 4.1.4. The Parties will develop terms of reference for a Steering Committee designed to oversee the implementation of the MOU. The terms of reference will be attached to and form part of this MOU.

- 4.1.5. As set out in *Article 10 Development of Skills Training Strategy and Facilitation of Procurement Opportunities*, the Parties will develop a skills training strategy and procurement opportunity plan. The plan will be completed, attached to and form a part of this MOU.
- 4.1.6. As set out in *Article 8 Interim Housing*, and further to *Article 4.3 Role of Siksika Nation*, both Parties agree to enter into a separate agreement to authorize the construction and operation of NTN on Siksika Nation reserve lands, as well as permitting the removal of the interim housing once Rebuilds and repairs have been completed.

4.2. Role of Alberta

- 4.2.1. Alberta will oversee the Alberta Flood Recovery Plan specific to Siksika Nation.
- 4.2.2. Alberta will review the 2013 Siksika Nation Flood Recovery Housing Plan and will confirm which aspects of that plan align with the Alberta Flood Recovery Plan.
- 4.2.3. Alberta is accountable to the Legislature of Alberta for financial resources expended through application of the Alberta Flood Recovery Plan.
- 4.2.4. Alberta will oversee project delivery including project management, contract administration and project reporting.
- 4.2.5. Alberta will connect the Alberta Flood Recovery Plan with other current Government of Alberta programs and services where applicable, including but not limited to psychosocial programs.
- 4.2.6. Alberta will provide regular updates to the Steering Committee on the housing flood recovery efforts and progress.

4.3. Role of Siksika Nation

- 4.3.1. Siksika Nation will develop a 2013 Siksika Flood Recovery Housing Plan and will submit that plan to Alberta.
- 4.3.2. Siksika Nation will actively participate in the implementation and operation of the 2013 Alberta Flood Recovery Plan on Siksika Nation reserve lands.
- 4.3.3. Siksika Nation will manage resident and reserve land management issues.
- 4.3.4. Siksika Nation will manage relationships and communications required to satisfy all requirements of relevant and necessary federal ministries, agencies and authorities.
- 4.3.5. Siksika Nation will authorize access to work sites and work related areas to all persons legitimately engaged in the Alberta Flood Recovery Plan.
- 4.3.6. Siksika Nation will provide Alberta with a Band Council Resolution authorizing any necessary approvals, grants, or permits if required, to erect and operate NTN on reserve and to permit the removal once repairs and Rebuilds are completed in accordance with the Project Implementation Plan.

- 4.3.7. Siksika Nation will communicate with the community on the flood recovery efforts and progress.

5. SCOPE OF WORK

5.1. Repairs

- 5.1.1. Alberta will ensure that flood recovery repair efforts will be completed to Provincial standards. This includes repairing Residences damaged by flooding directly, and also repairing those same Residences with pre-Flood existing damage conditions, provided that the pre-flood condition does not meet Provincial standards.
- 5.1.2. Subject to 5.2.6 and *Article 7 Transitional*, where Alberta determines that the repair costs to bring a flood damaged Residence to current Provincial standards equals or exceeds the cost of rebuilding, the residence will be Rebuilt.

5.2. Rebuilds and Relocations

- 5.2.1 Alberta will ensure that all 2013 flood damaged properties will be inspected by qualified professionals to determine suitability of habitation and repairs, if necessary.
- 5.2.2 Upon receipt of the advice of qualified professionals as set out in 5.2.1 above, Alberta will determine if the Residence inspected will be repaired or Rebuilt by considering the criteria set out in attached *Schedule C, Repair or Rebuild Criteria*.
- 5.2.3 If it is determined by Alberta that the residence is in the Flood Zone, Alberta will advise Siksika Nation that the residence should be replaced in a non-Flood Zone area. Residences designated as in the Flood Zone that have been replaced with a Rebuild shall be demolished.
- 5.2.4 If it is determined by Alberta that the inspected Residence is not safe to occupy, or the costs of repairs will exceed the replacement value; Alberta will advise Siksika Nation that the Residence should be replaced in a non-Flood Zone area. Residences designated to be replaced shall be demolished.
- 5.2.5 In no circumstances will Alberta approve funding to Rebuild a Residence in an identified Flood Zone.
- 5.2.6 If the Residence in question identified by Alberta as a Rebuild is in the Flood Zone area, Siksika Nation will determine if the Residence in question will be repaired rather than being Rebuilt.
- 5.2.6.1. Siksika Nation agrees that it will determine if the Residence inspected pursuant to 5.2.1 will be repaired rather than being Rebuilt by considering the *Siksika Nation - Flood Damaged Housing Decision Process* as set out on *Schedule D* as attached.
- 5.2.7 The method to determine replacement costs of building to Basic Functional Standards for the existing square footage of houses being identified for Rebuilding is set out on *Schedule B* as attached.
- 5.2.8 In those instances where Residences have experienced repeated flooding, Rebuild costs shall include the required infrastructure.

- 5.2.9 Consideration will be given to replacement Residences being “stick built”, “modular”, a combination of both, or other options that may be identified. All Residences Rebuilt will meet Provincial standards.
- 5.2.10 The Parties agree as a strategy to reduce damages that could occur from potential future flooding, new buildings will not be built in identified Flood Zone Lands.

6. FLOOD ZONE

- 6.1 The Parties agree to jointly identify lands within Siksika Nation reserve lands that have been subject to past flooding, or may be subject to future flooding.
- 6.2 These lands shall be identified in writing as Flood Zone Lands and the Parties agree that these identified lands will be attached to and form part of this MOU.

7. TRANSITIONAL

- 7.1 Siksika Nation agrees to identify those Residences within the Flood Zone that will not be Rebuilt. The Parties will jointly establish a process to satisfy criteria to allow Residences in the Flood Zone to remain without being destroyed and rebuilt. The process will also establish the consequences (if any) of not Rebuilding relevant Residences in non-Flood Zone Lands. The process will be recorded in writing and jointly approved by the Parties. This written understanding will be attached to and form part of this MOU.

8. INTERIM HOUSING

- 8.1. Alberta will provide interim housing solutions for those households requiring housing while their Residences are being repaired or Rebuilt.
- 8.2. Further to *Article 4.1 Joint Roles*, and *4.3 Role of Siksika Nation*, the Parties agree to enter into a separate agreement to authorize the construction and operation of NTN on Siksika reserve lands, as well as permitting the removal of the interim housing and related infrastructure once Rebuilds and repairs have been completed.
- 8.3. NTN remain in the Alberta inventory and will be removed once housing Rebuilds occurs, unless Siksika Nation chooses to purchase these interim housing units at fair market value as part of the 2013 Siksika Nation Flood Recovery Housing Plan.

9. ADMINISTRATION OF THE AGREEMENT

- 9.1 The Parties agree Alberta will administer the funding of the MOU efforts based upon mutually agreed to elements of the 2013 Siksika Nation Flood Recovery Housing Plan.
- 9.2 The Parties agree in order to administer the MOU, Alberta will enter into enforceable contracts with goods and service providers.
 - 9.2.1 Alberta will fund goods and service providers directly upon those providers in accordance with the contracts under the Project Implementation Plan.
- 9.3 Alberta will provide a final report of the recovery response provided under the MOU to Siksika Nation.

10. DEVELOPMENT OF SKILLS TRAINING STRATEGY AND FACILITATION OF PROCUREMENT OPPORTUNITIES

- 10.1. The Parties agree to develop a skills training strategy for Siksika Nation members using existing Government of Alberta programs, and further agree to integrate that strategy into the flood recovery efforts on Siksika Nation reserve lands.
- 10.2. Further to 10.1, the Parties further agree to develop a strategy to facilitate opportunities for Siksika Nation businesses and member businesses to participate in the supply of goods and services needed for successful flood recovery.

11. HIDDEN VALLEY GOLF RESORT

- 11.1. Siksika Nation agrees to release former recreational resident lease-holders of the Hidden Valley Golf Resort recreational community of any obligations arising from the lease surrender or termination relating to the condition of the leasehold properties in question. The Parties agree to set out this understanding by way of an exchange of letters.

12. GENERAL PROVISIONS

- 12.1 This Memorandum is not legally binding on the Parties, nor does it create any legally enforceable rights between the Parties.
- 12.2 Nothing in this MOU is intended to be construed so as to abrogate or derogate from any rights of Siksika Nation recognized and affirmed by section 35 of the *Constitution Act, 1982*.
- 12.3 Nothing in this MOU is intended to modify Treaty No. 7, or create a new Treaty.
- 12.4 All Schedules attached to this MOU form part of this MOU, as well as all those further agreements arising from; *Articles 6 Flood-Zone Lands, 4.1.4 Steering Committee, 7 Transitional, 8 Interim Housing and 10 Development of Skills Training Strategy and Facilitation of Opportunities*.
- 12.5 The Parties agree to take whatever steps are necessary to carry out and implement the terms, conditions and intent of this MOU including but not limited to the passage of appropriate Band Council Resolutions and entering into further agreements referred to in this MOU which will be negotiated and implemented in a way that reflects the honourable relationship between Siksika Nation and the Province of Alberta.
- 12.6 The Parties agree time is of the essence in this MOU as is the completion of any further agreements necessary to carry out and implement the terms, conditions and intent of this MOU.

13. NOTICE

- 13.1 All notices authorized or required to be given under this MOU shall be given in writing and either delivered by hand, mailed by registered or certified first class mail, postage prepaid, or sent by Facsimile machine as follows;

Alberta Aboriginal Relations
First Nations and Métis Relations
19th Floor Commerce Place
10155 – 102 Street
Edmonton, Alberta T5J 4G8
Facsimile: 780 427 4019
Attention: Clay Buchanan
Assistant Deputy Minister

Siksika Nation Administration
PO Box 1100
Siksika, Alberta T0J 3W0
Facsimile: 403 734 5110
Attention: Tribal Manager and Recovery Management Team, Project
Manager

- 13.2 A Party may change its address for the receipt of notices at any time by giving notice of the change to the other Party

14. AMENDMENT

- 14.1. The Parties may, with the agreement by all Parties, amend this MOU in writing.

15. TERM AND TERMINATION

- 15.1. This agreement will expire 3 years to the date of signing MOU or upon completion of flood recovery housing commitments on-reserve, whichever date comes first.

16. COMING INTO FORCE

- 16.1. This MOU will come into force upon the date of signing by both Parties.

(Blank space is intentional)

EXECUTED by the Chief of Siksika Nation)
Signature:) *Original signed by Fred Rabbit Carrier*
) _____
) Chief of Siksika Nation:
)
) DATED this 6th day of November 2013

EXECUTED by the Minister of Alberta)
Aboriginal Relations)
Signature:) *Original signed by Hon. Robin Campbell*
) _____
) Minister of Alberta Aboriginal Relations
)
) DATED this 6th day of November 2013

Signature of Witness as to both:) _____
Name of Witness:) _____
)

Schedule A

Southern Alberta 2013 Floods: The Provincial Recovery Framework

(To be developed, attached, and form part of this MOU)

Schedule B

Basic Functional Standards

(To be developed, attached, and form part of this MOU)

Schedule C

Repair or Rebuild Criteria

(To be developed, attached, and form part of this MOU)

Schedule D

Siksika Nation – Flood Damaged Housing Decision Process

(To be developed, attached, and form part of this MOU)